

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

8/19/11

PETER ALEKSA, BANU QUADIR, JACOB
BLUMENFELD, ERIC-JOHN RUSSELL,
CAROLINE TAYLOR FERGUSON-CUNDY,
MARIA LEWIS, ALEXANDER APPEL, JOSEPH
LUPO, JONATHAN HARVEY,

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

10 Civ. 08583 (DLC)(JLC)

Plaintiffs,

-against-

THE CITY OF NEW YORK, a municipal entity,
NEW YORK CITY POLICE OFFICERS "JOHN
DOES 1-10",

Defendant.

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WHEREAS, plaintiffs commenced this action by filing a complaint on or about November 12, 2010, alleging that the defendant violated plaintiffs' federal civil and state common law rights; and

WHEREAS, defendant City has denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendant, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Peter Aleksa the sum of Fifteen Thousand (\$15,000.00) Dollars, Banu Quadir the sum of Eighteen Thousand (\$18,000.00) Dollars, Jacob Blumenfeld the sum of Eight Thousand Five Hundred (\$8,500.00) Dollars, Eric-John Russell the sum of Eight Thousand Five Hundred (\$8,500.00) Dollars, Caroline Taylor Ferguson-Cundy the sum of Five Thousand (\$5,000.00) Dollars, Maria Lewis the sum of Nine Thousand (\$9,000.00) Dollars, Alexander Appel the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, Joseph Lupo the sum of Thirty Thousand (\$30,000.00) Dollars, Jonathan Harvey the sum of Twenty-Five Thousand (\$25,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against the defendant and to release the defendant, and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs each shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand

letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendant that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless defendant regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant reserves the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

So ordered.

Yvonne Cole
Aug. 19, 2011

Dated: New York, New York
8-16, 2011

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By: 

Kimberly Savino
Assistant Corporation Counsel

SO ORDERED:

Dated: New York, New York
_____, 2011

HON. DENISE L. COTE
UNITED STATES DISTRICT JUDGE

